

FILED

APR - 1 2016

CLERK, U.S. DISTRICT COURT

By Deputy

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

L & B TRANSPORT, LLC,

Plaintiff,

VS.

NAC SERVICES, LLC, ET AL.,

Defendants.

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NO. 4:15-CV-575-A

FINAL JUDGMENT

Consistent with the clerk's entry of default and the evidence presented in support of the motion for entry of default judgment,

The court ORDERS, ADJUDGES, and DECREES that:

1. Plaintiff, L & B Transport, LLC, have and recover from defendants, NAC Services, LLC, Armando Gutierrez, Jr., Terri S. Gutierrez, Noise Attenuation Construction, LLC, and NAC Investments, LLC, jointly and severally, actual damages in the amount of One Million Eight Hundred Twenty-Six Thousand, Two Hundred Ninety-Eight and 15/100 Dollars (\$1,826,298.15), plus prejudgment interest in the amount of One Hundred Fifty-Eight Thousand, Thirty-Eight and 70/100 Dollars (\$158,038.70);

2. Plaintiff have and recover from defendants, jointly and severally, its reasonable and necessary attorney's fees in the amount of Sixteen Thousand Six Hundred Forty-One and 41/100 Dollars;

3. Plaintiff have and recover from defendants, jointly and severally, exemplary damages in the amount of Three Million, Nine Hundred Sixty-Eight Thousand, Six Hundred Seventy-Three and 60/100 Dollars;

4. Plaintiff have and recover from defendants, jointly and severally, post-judgment interest on the amounts described in paragraphs 1-3 above at the rate of .64% computed daily on the unpaid balance from the date of entry of this judgment until the full amount of the judgment is paid, and compounded annually; and

5. Plaintiff have and recover from defendants, jointly and severally, its costs of court.

The court further ORDERS, ADJUDGES, DECREES and DECLARES that defendants caused the fraudulent transfers, as defined in section 24.005 of the Texas Business and Commerce Code, of the following described properties to NAC Investments, LLC, through the execution of the general warranty deeds as described below:

(1) 72.674 acres located in the Samuel Riddle Survey Abstract No. 1129 as described in General Warranty Deed dated June 17, 2015, recorded at 201513105 of the Deed Records of Parker County, Texas; (2) 69.229 acres plus an easement to a 1.1541 acre tract of land located in the Samuel Riddle Survey Abstract No. 1129 as described in General Warranty Deed dated June 17, 2015, recorded at 201513106 of the Deed Records of Parker County, Texas; (3) Lot

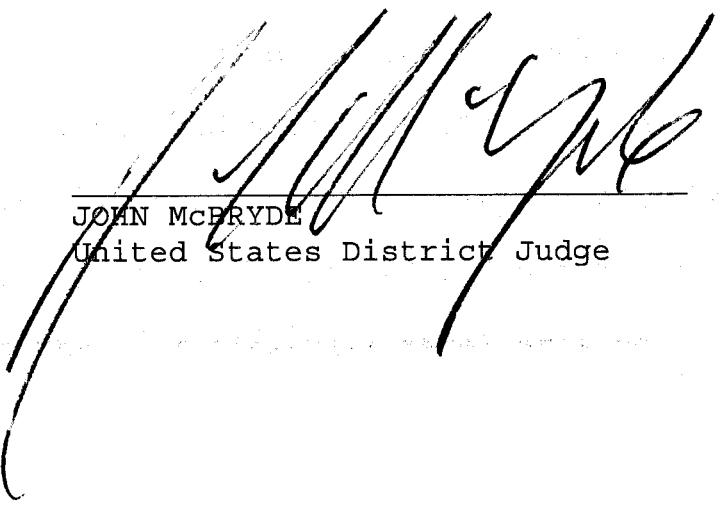
32 Diamond Ridge Ranch, an Addition in Parker County, Texas, according to the plat thereof in cabinet C, Slide 32, Plat Records of Parker County, as described in General Warranty Deed dated June 17, 2015, recorded at 201513108 of the Deed Records of Parker County; and (4) 2.407 acres located in the Samuel Riddle Survey Abstract No. 1129, as described in General Warranty Deed dated June 17, 2015, record at 201513107 of the Deed Records of Parker County, Texas.

The court further ORDERS, ADJUDGES, DECREES and DECLARES that all of the transfers described in the preceding paragraph are void as against plaintiff and that plaintiff has a right to exercise all remedies described in section 24.008 of the Texas Business and Commerce Code, including the right to levy execution on the properties described in the preceding paragraph or their proceeds.

The court further ORDERS, ADJUDGES, DECREES and DECLARES that plaintiff have and recover all right and title to and all proceeds in the Texas Sales Tax Refund described in paragraph 10 of plaintiff's original complaint (and also in plaintiff's motion for entry of default judgment) in the amount of \$698,049.06; that defendant NAC Services, LLC, has no interest in or right to said Texas Sales Tax Refund; and that, if plaintiff receives such

refund, in whole or in part, plaintiff will credit the amount received against the balance due on this judgment.

SIGNED April 1, 2016.



JOHN MCBRYDE  
United States District Judge